

EXHIBIT 1

Contract #A15-068

University Press of Mississippi

Jackson, Mississippi

PUBLISHING AGREEMENT

Agreement made this 31st day of March, 2015, between Haley Barbour, 648 Dogwood Drive, Yazoo City, MS 39194, and Jere Nash, Post Office Box 1488, Jackson, MS 39215, hereinafter referred to as the Authors, and University Press of Mississippi, hereinafter referred to as the Press, concerning a work now entitled "America's Great Storm: Leading through Hurricane Katrina," hereinafter referred to as the Work.

1. Authors' Grant

The Authors hereby grant and assign to the Press the full and exclusive right, including the copyright, to reproduce, publish, distribute, transmit, and sell the Work and derivative works in any form, language, or manner, in whole or in part, now or hereafter known or developed, throughout the world, or to cause others to do so. The Authors shall in no way infringe upon this exclusive right of the Press by authorizing other parties to utilize any portion of the Work in any form, except as approved by the Press in writing.

2. Authors' Warranty

The Authors represent and warrant that the Authors are the sole proprietor of the Work and has full power to enter into this Agreement; that the Work as submitted is innocent and without matter that is libelous, injurious, or otherwise actionable, or that will infringe any copyright or other proprietary right or right of privacy; that the Work is, to the best of the Authors' knowledge, true and that the facts presented are accurate and based upon reasonable research; that the Work has not been published in whole or in part except as heretofore communicated to the Press in writing; that no right in the Work has in any way been sold, mortgaged, or otherwise disposed of; that the Work is free from all liens and claims; and that the Work has not been registered with the Copyright Office of the United States in any form except as heretofore communicated to the Press in writing.

The Authors agree to indemnify and hold the Press harmless both before and after publication of any and all editions of the Work from any claim, suit, or proceedings (including the reasonable cost of defense and any resulting liability, less expense, or damage) asserted or instituted by reason of publication or sale of the Work or the exercise of any rights granted the Press under the terms of the Agreement and arising from the breach or alleged breach of the warranties set forth.

The Authors further agree to refrain from preparing or causing to publish in the Authors' own names or otherwise, without consent in writing from the Press, any work of similar extent or character that may conflict with or injure the sale of the Work.

The obligations of each Author shall be joint and several and the rights and benefits shall be equal unless expressly provided otherwise in this Agreement, but the Press reserves the right to exercise any and all of its remedies against only an Author who fails to perform the obligations provided herein.

The Authors shall make such changes in the Work as the Press or its legal representatives recommend in order to lessen the risk of the Press's liability to third parties or of governmental action against the Press and/or the Work.

The Authors and the Press will promptly notify each other of any claim, demand, or suit hereunder, and pending the disposition thereof the Press may withhold any payments due the Authors. If a joint defense is not agreeable, each will be entitled to his or her own counsel. These warrants and indemnities will survive in the event this Agreement is terminated.

3. Agreement to Publish

The Press agrees to publish the Work at its own expense (unless otherwise specifically provided in this Agreement) in such manner and form as it deems most suitable after receipt by the Press of a final manuscript that is acceptable to the Press in form and content. The Press assures that if the mutually agreed upon editorial schedule is met by the Authors, the Press will publish the book in the first week of August 2015 so that it will be available for events related to the 10th anniversary of the storm. If the Press states that it is unable to publish the book by this date, the Authors reserve the right to terminate this contract and to publish the Work elsewhere. Publication is also contingent upon approval of the complete final manuscript of the Work and of a publishing budget for it by the Board of Directors of the University Press of Mississippi. All details of publishing the Work in any form, including but not limited to format, design, quantity, price, and marketing strategy, shall be determined by the Press.

However, if the Press determines that the Work is in substantially incomplete form or in need of revision at the time of the Agreement, the Press's commitment to publish shall be contingent upon its decision when the complete manuscript is submitted that the final complete manuscript is in form and content worthy of scholarly publication in accordance with the recommendations of the Press.

4. Copyright Registration and Infringement

The Press agrees to copyright the Work in the name of the Press in the United States and to take all responsible steps to protect the rights of the Authors and the Press under the copyright law of the United States, including registering the copyright of the published Work, but not including the registration of the copyright in advance of the publication. The Authors agree to obtain a written document from any persons hired by the Authors to make illustrations, maps, charts, index, or other supporting material stating that such material was "work made for hire" and to transmit such documents to the Press before publication of the Work. If the copyright in the Work is infringed, or other property right violated, the Press and the Authors may jointly sue or otherwise take steps to protect the right, sharing both expenses of the action and the recovered royalties and damages equally; or, if one party does not join the action, the other may proceed at its own expense and retain all recovered royalties and damages.

5. Delivery of Manuscript

The Authors agree to deliver one complete copy of the manuscript, one hard copy and one copy of the same in electronic format, of approximately 100,000 words together with camera-ready copy or appropriate digital versions of all illustrations, maps, charts, drawings, and other material (except index)

to be included in the Work, not later than **March 10, 2015**, in form and content satisfactory to the Press. Any extension of the delivery date of the manuscript or any related materials shall be subject to mutual agreement of the Authors and the Press.

6. Form of Manuscript

The Authors agree to present a clean, legibly typed original manuscript and one copy of the same in electronic format and one set of illustrations, maps, etc., suitable for reproduction according to guidelines supplied by the Press. If the Work is submitted in such form that editing (aside from routine copyediting customary among publishers) is required, or that retyping of the manuscript or redrawing or other processing of the illustrations, maps, etc., is necessary, the Authors agree to perform such additional work or to reimburse the Press of all expenses incurred by such additional work as the Press may deem necessary, said reimbursement to be made within 30 days of completion of the work.

7. Editing, Proofreading, and Indexing

The Authors agree to permit the Press to edit the Work for style, usage, and felicity in accordance with its usual practice provided that the Authors further agree to perform with all reasonable diligence the usual duties of authors, including return to the Press of all edited copy and proof sent for corrections in accordance with a schedule established by the Press, with all corrections clearly marked; and to return, with the last page proof, copy of the index if there is one, in form and style satisfactory to the Press, or to permit the Press to have the index prepared at the Authors' expense. Should the Authors fail to return edited copy and proof to the Press in accordance with the established schedule, production and publication may proceed without the Authors' approval of the proof.

8. Authors' Alterations

The Authors agree not to make alterations after the manuscript has been set in type, except to correct printer's errors, and not to make alterations in art work or other illustrative material after such work has been sent by the Press to the printer. The Authors' last opportunity to make changes will come when the edited manuscript is sent to the Authors for approval. If the Authors request alterations in proof, other than printer's errors, then the Authors agree to pay the cost of those alterations in excess of 2 percent of cost of the original composition. All such alterations will be made at the discretion of the Press. The Authors shall pay the full cost of all alterations made by the Authors after the Press has made corrections in conformity with the Authors' directions.

9. Permissions

The Authors agree to obtain promptly and at the Authors' own expense all permissions necessary to quote from or reproduce copyrighted material or other material that is the property of others, in all markets, domestic and foreign, for both print and electronic formats, and to transmit such permissions to the Press in writing with the final manuscript. Any and all advice supplied by the Press to the Authors regarding permissions, fair use, copyright law, and related issues shall not in any way affect or alter the Authors' warranty as previously stated in this Agreement. If the work contains material not subject to copyright, such as material taken from documents prepared or published by the United States government, the Authors shall notify the Press in writing of the existence and location of all such material in the Work.

In the event that the Authors and/or the Press are not able to secure letters of permission from third parties for materials of the Work in which such parties own copyright, the Press shall retain the right in its sole discretion to remove such elements, parts, writings, drawings, charts, graphs, etc., from the Work. The Press retains the right to terminate this Agreement if it reasonably determines that such changes to the Work alter the overall Work beyond the possibility of remediation.

10. Revised Editions

The Authors agree to supply any new matter necessary from time to time to keep the Work up to date and to revise the first and subsequent editions of the Work at the written request of the Press. If for any reason the Authors are unable or unwilling to supply such new matter or revise the Work, or fail to do so after a reasonable time has been given, the Press may engage some other person or persons for this purpose and deduct the expense thereof from royalties accruing to the Authors on such revised or enlarged editions.

11. Authors' Property

The Press agrees to take the same care of the Authors' property in its hands under this Agreement as it does of its own property and assumes no further responsibility for the safety of such property. The Authors agree to secure, and pay all costs of, any and all insurance desired by the Authors for the protection of such property. In the absence of a written request from the Authors to the contrary, the Press, after publication of the Work, may dispose of the manuscript, illustrations, and the like as it sees fit.

12. Authors' Copies

The Press agrees to furnish the Authors on publication 20 copies of the Work free of charge, to be divided equally between the Authors, and any further copies of the Work desired by the Authors, for personal use and not for resale, at a discount from the current list price of 50 percent, plus postage. The Authors may purchase additional copies at the 50 percent discount, plus postage, for resale at specific events or locales, provided that the Authors alert the Press prior to these sales efforts and the Authors and Press mutually agree upon them. Such sales shall not interfere with the normal retail and wholesale distribution efforts of the Press.

13. Royalties

Royalty payments shall be made to Haley Barbour until they reach the amount of \$75,000, and thereafter payments will be divided equally between the Authors. The Press shall furnish the Authors annually by August 31 with royalty statements and pay royalties and other amounts due the Authors, for the twelve-month period ending June 30 prior, as set forth in such statements (after deducting all expenses chargeable to the Authors), except that, if the amount due the Authors is less than \$50, no payment shall be required of the Press until a subsequent period ending June 30 when the amount due has reached \$50. The amount of royalty, which shall be divided equally between the Authors, shall be calculated as follows:

Regular domestic sales. On book sales in the United States of hardbound editions by the Press (except for special cases listed below), the following stipulated percentage of net sales:

20 percent of net sales on all copies sold.

Paperback edition. On book sales in the United States of paperback editions in any and all formats by the Press (except for special cases listed below) the following stipulated percentage of net sales:

15 percent of net sales on all copies sold.

Foreign sales. On book sales outside the United States, one-half the above-stipulated royalties.

Special agency plans and promotional arrangement. On special agency plans and promotional arrangements for the Work, the royalty will be calculated on net sales minus agency commissions.

Special discounts. No royalty shall be paid on books or sheet stock sold at or below manufacturing cost.

Author discounts. No royalty shall be paid on books purchased by the Author at the Author's discount.

Revised editions. Upon publication of a revised edition, the royalty rate shall recommence with the first copy of the new edition sold, in the same manner as for the original edition, except that in no case shall a royalty on a revised edition be less than 8 percent of net sales on hardbound copies and 5 percent of net sales on paperback copies.

Electronic. On sales of the Work in electronic form published or licensed by the Press in whole or in part, including but not limited to databases, electronic storage and retrieval systems, and publication, performance, and exhibition in computer software, 10 percent of net sales.

Royalty-free copies. No royalty shall be paid on copies lost, destroyed, or damaged; sold at or below manufacturing cost; returned by buyers to the Press; or given away by the Press in the interest of the Work.

Reserve for returns. During the first year of sales following publication, the Press may withhold 25 percent of royalties earned as a reserve for books returned for credit. This money will be credited to the Authors' royalty accounts and carried forward to the second year.

For books sold directly to volunteer organizations or to individuals who purchase directly from the Press and identify a volunteer code (to be provided by the Press), royalties from those sales will be donated by the Authors and sent by the Press to the volunteer organizations identified by the volunteer group information provided to the Press by the Authors.

The Authors agree that each Author's royalty account with the Press shall be deemed a single consolidated account to embrace all publishing agreements with the Press, and that all charges and credits provided for in this or any other agreement between each Author and the Press shall be made against said account.

14. Other Rights

The Authors grant and assign to the Press the full, sole, and exclusive right to exercise and license each

and every right in the Work, including but not limited to the rights of publication, adaptation, display, performance, or reproduction by any means, and rights of use of the Work in whole or in part in any form and in any way. If such rights are sold or licensed, the Press shall pay the Authors, at the time of the next royalty payment after receipt of the funds, 50 percent of the amount received by the Press, except for electronic rights as previously specified.

The rights granted include but are not limited to the following: translation, first and second serialization, selection, abridgement, condensation, digest, duplication, adaptation, syndication, photocopying, omnibus volumes, anthologies, Braille transcription, reprint in whole or in part in hardbound or paperback, book club, dramatization, radio, television, sound recording, motion picture, mechanical, audio, and visual reproduction, or other means of reproduction now or hereafter known or devised. Any and all of these rights may be licensed directly by the Press or through a third party.

The Authors agree that the Press may, if it deems appropriate, license without charge the right to reprint brief selections from the Work and/or the right to Braille transcription for publicity, educational, scholarly, or humanitarian purposes.

15. Termination of Agreement

If the Authors fail to make delivery as set forth in Section 5 above, or if the Press does not approve publication pursuant to Section 5 above, or if the Authors fail to make the changes recommended by the Press or its legal representatives referred to in Section 2 above, or if the Press and/or its legal representatives determine that no changes in the Work will materially reduce the risk of liability to third persons or of governmental action against the Press and/or Work, the Press shall have the right to terminate this Agreement; and the Authors shall thereupon return to the Press any and all sums paid to the Authors pursuant to this Agreement, provided however that if the Press terminates this Agreement because of the Authors' failure to deliver the manuscript as set forth in Section 5 above and the Authors thereafter complete the Work, the Press shall have the option to publish the completed Work on the terms set forth in this Agreement.

When, in the judgment of the Press, the demand for the Work is no longer sufficient to warrant its continued manufacture and sale in any form through normal retail and wholesale channels, including short-run editions, on-demand copies, single-copy licensing, electronic versions, blanket licensing, display devices, or other means of producing either permanent or ephemeral copies, the Press may terminate this Agreement by written notice to the Authors' last known addresses.

If the Press fails to keep the Work in print in any form, the Authors may in writing request that the Press reissue the Work in a print format, and if the Press within 60 days does not notify the Authors in writing that it will do so, or having so agreed does not issue such an edition within twelve months (unless prevented from doing so by circumstances beyond its control), this Agreement shall terminate and all rights granted to the Press, including the copyright, shall thereupon automatically revert to the Authors, except that the Press shall continue to receive its share of the proceeds of licenses that have heretofore been granted.

16. Other Provisions

All terms and stipulations are contingent upon the approval of the completed manuscript by the University Press of Mississippi.

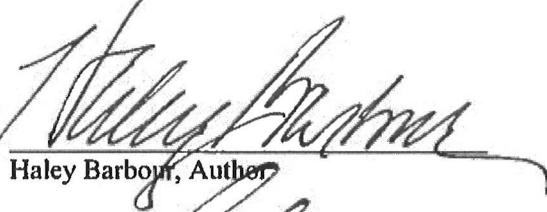
17. Successors and Assignments of Agreement

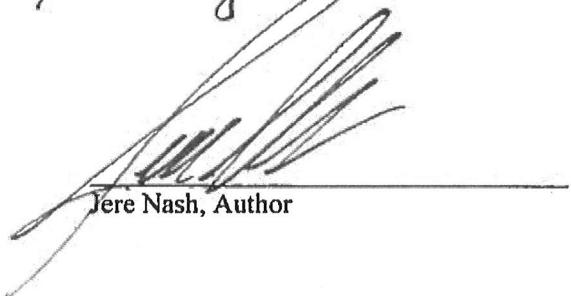
This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties thereto. Neither party may assign its interest therein except as a whole and with advance written consent of the other.

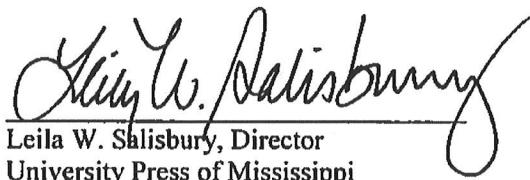
18. Governing Law

This agreement shall be interpreted under the laws of the United States of America and of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the day and year first written above.


Haley Barbour, Author


Jere Nash, Author


Leila W. Salisbury, Director
University Press of Mississippi